

THE STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND       §

### **SHUTTLE SERVICES AGREEMENT**

This Shuttle Services Agreement (the "Agreement"), is made and entered into by and between Fort Bend County, Texas ("County"), a body corporate and politic, acting by and through its Commissioners Court, and Lakewood Church ("Lakewood"), a Texas non-profit corporation having offices at 3700 Southwest Freeway, Houston, Texas 77027.

#### **RECITALS:**

WHEREAS, County provides public transportation commuter services along the SH 59 corridor from Fort Bend County to Greenway Plaza, the Galleria Mall, and the Texas Medical Center ("Services"); and

WHEREAS, Lakewood wishes to ensure transportation for Lakewood employees from its parking facilities to its offices;

WHEREAS, County and Lakewood believe it is in their best interests to enter into this Agreement to facilitate the provision of the Services.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

#### **SECTION I** **SCOPE OF SERVICES**

1.1 County agrees to provide additional Service stops at 20 Greenway Plaza, Houston, Texas 77046 and Lakewood Church, 3700 Southwest Freeway, Houston, Texas 77027 (hereinafter the "Stops") during the term of this Agreement.

1.2 County agrees to allow Lakewood employees full access to the Services at the Stops without payment by showing the driver a valid Lakewood employee identification parking card.

1.3 County agrees that such times of the Services at the Stops will be as detailed in the attached Schedule A. County reserves the right to adjust schedules throughout the term of the agreement. County agrees to provide Lakewood ninety (90) days written notice of proposed schedule changes of the Stops.

1.4 Lakewood agrees that all Lakewood employees are subject to county policies and passenger guidelines when utilizing the Services.

## **SECTION II**

### **FUNDING**

Lakewood shall pay County eighteen thousand dollars and no/100 (\$18,000) for each term of this Agreement to support the transit improvement program. Payments shall be made to County in four installments of four thousand five hundred dollars and no/100 (\$4,500). Payments shall be due on January 1, April 1, July 1, and October 1.

## **SECTION III**

### **TERM**

The term of this Agreement shall begin on October 1, 2013 and end September 30, 2014. The Agreement shall automatically renew for additional one year terms under the same terms and conditions until terminated in accordance with Section 5.

## **SECTION IV**

### **MODIFICATIONS AND WAIVERS**

4.1 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

4.2 No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

4.3 The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

## **SECTION V**

### **TERMINATION**

5.1 Either party may terminate this Agreement at any time and for any reason upon ninety (90) days written notice.

5.2 Either party may terminate the whole or any part of this Agreement for cause in the following circumstances:

5.2.1 If Lakewood fails to make payments in accordance with Section 2.

5.2.2 If either party materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the provisions of this Agreement, and does not cure such breach or failure to the other party's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from the party specifying such breach or failure.

**SECTION VI**  
**INDEMNITY**

**LAKEWOOD SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF LAKEWOOD, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF LAKEWOOD OR ANY OF LAKEWOOD'S AGENTS, SERVANTS OR EMPLOYEES.**

**SECTION VII**  
**NOTICES**

7.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

7.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Public Transportation Department  
Attn: Public Transportation Director  
12550 Emily Court, Suite 400  
Sugar Land, Texas 77478

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street, Suite 719  
Richmond, Texas 77469

Lakewood: Lakewood Church  
Attn: Legal Department  
3700 Southwest Freeway  
Houston, Texas 77027

7.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 7.1 and 7.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

7.3.1 If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

7.3.2 If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

## **SECTION VIII** **ASSIGNMENT AND DELEGATION**

8.1 Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

8.2 Neither party may delegate any performance under this Agreement.

8.3 Any purported assignment of rights or delegation of performance in violation of this Section is void.

## **SECTION IX** **APPLICABLE LAW**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

## **SECTION X** **SUCCESSORS AND ASSIGNS**

County and Lakewood bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

## **SECTION XI** **THIRD PARTY BENEFICIARIES**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

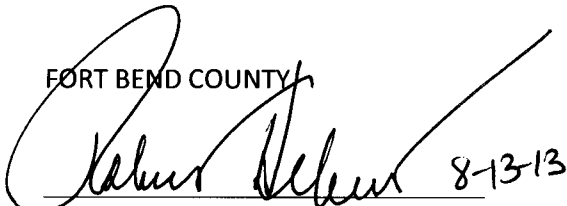
**SECTION XII**  
**SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

**SECTION XIII**  
**CAPTIONS**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

FORT BEND COUNTY

  
Robert E. Hebert, County Judge

LAKEWOOD CHURCH

  
Authorized Agent- Signature

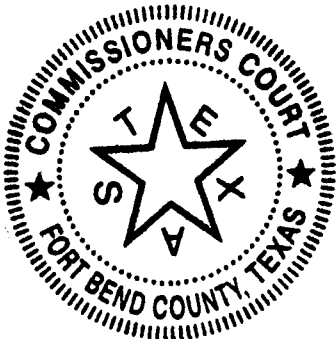
Noel Keller  
Authorized Agent- Printed Name

Controller  
Title

8/6/2013  
Date

ATTEST:

  
Dianne Wilson, County Clerk



# Greenway Plaza

Added Lakewood Stops

AM

20 GWP Garage	Lake Wood
7:42 AM	7:45 AM
7:54 AM	7:57 AM
8:14 AM	8:17 AM
8:39 AM	8:42 AM
8:54 AM	8:57 AM

PM

Lake Wood	20 GWP Garage
4:50 PM	4:52 PM
5:10 PM	5:12 PM
5:30 PM	5:32 PM
6:00 PM	6:02 PM
6:40 PM	6:42 PM